



# CITY OF LODI

## COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving Amendments to San Joaquin Regional Rail Commission Joint Powers Agreement

MEETING DATE: August 20, 2003

PREPARED BY: Public Works Director


RECOMMENDED ACTION: That the City Council adopt a resolution approving amendments to the San Joaquin Regional Rail Commission Joint Powers Agreement.

BACKGROUND INFORMATION: The San Joaquin Regional Rail Commission (SJRRC) is a joint powers agency (JPA), which consists of the County and the seven cities in the county, was formed in 1995 to act as the regional representative for rail transportation issues. Their most notable achievement is establishment and operation of the Altamont Commuter Express (ACE) service to the Bay Area. This was done in cooperation with two Bay Area transportation entities - Alameda Congestion Management Agency and Santa Clara Valley Transportation Authority. These three entities formed another JPA - ACE, which has recently been discontinued. The service is continuing, however, as described in the attached letter from the Commission's Executive Director, Stacey Mortensen.

The changes in ACE have resulted in the need to amend the Commission's JPA, and the proposed amendments offer more flexibility for future rail endeavors. The changes are described in more detail in the attached letter, and a copy of the proposed JPA is also attached. A copy of the redlined version and bylaws is on file at the Public Works Department.

The Commission is obviously heavily focused on the ACE service which has relatively less impact on Lodi and the north County, however, they have been of assistance in other rail matters that affect Lodi. Staff supports their recommendation on amending the JPA.

FUNDING: None required.

  
Richard C. Prima, Jr.  
Public Works Director

RCP/pmf

Attachment

cc: San Joaquin Regional Rail Commission -- Stacey Mortensen

APPROVED: \_\_\_\_\_

  
H. Dixon Flynn -- City Manager



**SAN JOAQUIN REGIONAL  
RAIL COMMISSION**

5000 S. AIRPORT WAY, RM 201  
P.O. BOX 31360  
STOCKTON, CALIFORNIA 95213  
(209) 468-5600 / FAX (209) 468-5610

**RECEIVED**

JUL 22 2003



**CITY OF LODI**  
PUBLIC WORKS DEPARTMENT

July 21, 2003

Mr. Richard Prima  
Director of Public Works  
City of Lodi  
221 W. Pine Street  
Lodi, CA 95240

**Re: Request for Approval of Amendments to the San Joaquin Regional  
Rail Commission Joint Exercise of Powers Agreement**

Dear Richard:

The San Joaquin Regional Rail Commission (SJRRRC), Valley Transportation Authority (VTA), and Alameda County Congestion Management Agency (ACCMA) entered into the ACE Joint Exercise of Powers Agreement (JPA) in May of 1997. The purpose of the JPA was to successfully initiate the ACE service and determine the best long-term institutional strategy for maintaining and improving the ACE service.

The agencies have been evaluating their unique and varying priorities for the ACE Service and it has become clear that the ACE Service is SJRRRC's highest priority. That commitment has been demonstrated through SJRRRC providing \$48 million for the initial service investment, which in turn has leveraged an additional \$62M in state and federal funding for improvement and expansion of the ACE Service. VTA and ACCMA support the ACE Service to the extent that their financial conditions will allow, and have incorporated funding for the ACE Service into their respective successful transportation sales tax measures.

As another step in the evolution of the successful ACE Service, the ACE JPA will terminate and the SJRRRC will be as the sole owner/operator of ACE. VTA and ACCMA have agreed to a 10-year Cooperative Services Agreement to "purchase" from SJRRRC the service at the current 3-train level. SJRRRC is not precluded from adding trains.

In conjunction with the shift in ACE governance, ACCMA has requested that the SJRRRC add two ACCMA Boardmembers as voting members to the current SJRRRC Board when the Board is discussing specific ACE Service issues affecting Alameda County. A separate entity would not be created, as the Special Voting Members would simply augment the Regular Voting members when specific Alameda items are considered.

**COMMISSIONERS**

JACK A. SIEGLOCK  
San Joaquin County  
Board of Supervisors

GARY PODESTO  
City of Stockton

JOHN HARRIS  
City of Manteca

BRENT H. IVES  
City of Tracy

MICHAEL RESTUCCIA  
City of Ripon

**EXECUTIVE DIRECTOR**

STACEY L. MORTENSEN

356622-2

The current SJRRC Joint Powers Agreement (JPA) does not allow for adding voting members from a public agency that is not also a party to the JPA and as such, will need to be amended to accommodate ACCMA's request. Other minor changes are needed. Accordingly, SJRRC is seeking the approval of its' Member Agencies to allow for several changes to the SJRRC JPA, including;

- ❑ Increasing the current SJRRC Governing Board from five members to six members
- ❑ Allowing for the appointment of Special Voting Commissioners by public agencies outside of San Joaquin County, for certain limited purposes
- ❑ Requiring that the SJRRC enter into an agreement with any public agency appointing Special Voting Commissioners
- ❑ Modifying Section 5. "Powers and Function" to be consistent with the current common powers noted in the Recitals

The Bylaws would also be amended to incorporate the issues related to the Governing Board and the Special Voting Commissioners.

Attached are the proposed amended JPA and Bylaws, along with a redline version of the proposed changes. The ACE Authority JPA expired on June 30, 2003 and its authority has transferred to SJRRC effective July 1, 2003. Due to this recent transfer of authority from the ACE Authority to SJRRC, I am respectfully requesting your assistance to place the item on your Council agenda as soon as is practical. I am available to make a presentation to your Council if you think it would be helpful.

Thank you for your attention to this matter. Feel free to contact me with any questions at (209) 468-5604.

Sincerely,



STACEY L. MORTENSEN  
Executive Director

FIRST AMENDED JOINT POWERS AGREEMENT

SAN JOAQUIN COUNTY REGIONAL RAIL COMMISSION

THIS AGREEMENT is entered into as of the \_\_\_\_ of \_\_\_\_\_ 2003, by and among the Parties hereto.

1. DEFINITIONS

As used herein, the following words have the following meanings:

1.1. "ACCMA" means the Alameda Congestion Management Agency, a joint powers agency consisting of the County of Alameda, the 14 cities in Alameda county and two transit agencies.

1.2. "Act" means chapter 5 (commencing at section 6500) of Division 7 of title 1 of the California Government Code.

1.3. "ACE" means the Altamont Commuter Express.

1.4. "ACE JPA" means the joint powers agreement entered into by ACCMA, SJRRC, and VTA in May of 1997, as amended.

1.5. "Auditor-Controller" means the Auditor-Controller of the County and of SJRRC.

- 1.6. "BAS" means the Baseline ACE Service and includes the present 3 train service, including current dedicated ACE shuttles and the Work Late Bus all as defined further in Exhibit A to the CSA.
- 1.7. "Board of Supervisors" means the Board of Supervisors of the County.
- 1.8. "City Councils" means the respective City Councils of the Cities who are Parties.
- 1.9. "COG" means the San Joaquin Council of Governments.
- 1.10. "COG Board" means the governing Board of COG.
- 1.11. "CSA" means the Cooperative Services Agreement entered into by and between ACCMA, SJRRC, and VTA to take effect July 1, 2003.
- 1.12. "County" means the County of San Joaquin.
- 1.13. "Elected Officials" means any member of the governing body of a Party to this Agreement.
- 1.14. "JPA" means this Amended Joint Powers Agreement.
- 1.15. "MOU" means the agreement which SJRRC will enter into with any public agency appointing Special Voting Commissioners pursuant to Section 16 which agreement, among other things, will spell out on what matters Special Voting Commissioner may participate and vote.

1.16. "Party" means any public agency which pursuant to governing body authority has executed this Agreement.

1.17. "Parties" means any two or more of the public agencies within San Joaquin County which pursuant to governing body authority have executed this Agreement.

1.18. "Passenger Rail Service" means long distance, inter-city rail service or commuter rail service to the extent the service is authorized by state and federal law.

1.19. "Regular Voting Commissioner" means a commissioner appointed to the SJRRC Board by the COG Board pursuant to Section 4 of the JPA.

1.20. "SJRRC" means the San Joaquin Regional Rail Commission, a joint powers agency, consisting of the County of San Joaquin and the cities of Escalon, Lathrop, Lodi, Manteca, Ripon, Stockton, and Tracy originally created by an Agreement dated April 19, 1995 as amended by this "Amended Agreement".

1.21. "SJRRC Board" means the Board established pursuant to Section 4 of the JPA as the governing body of SJRRC consisting of six Regular Voting Commissioners and as augmented by Special Voting Commissioners for certain limited matters pursuant to Section 16 of the JPA.

1.22. "Special Voting Commissioner" means a commissioner with limited voting authority appointed to the SJRRC Board pursuant to Section 16 of the JPA.

1.23. "Treasurer" means the Treasurer of the County and of SJRRC.

1.24. "VTA" means the Santa Clara Valley Transportation Authority.

2. RECITALS

2.1. The Act authorizes two (2) or more public agencies to jointly exercise any power common to them.

2.2. The County of San Joaquin and the incorporated cities therein possess in common the powers to plan for, own, maintain, operate, lease, and contract for railroad service and facilities for the purpose of transporting passengers within and outside their respective boundaries.

2.3. The County of San Joaquin and the incorporated cities therein, by virtue of California Public Utilities Code sections 99234.9 and 99400, possess in common the authority to file claims with the regional transportation planning agency, the COG, for rail passenger service operation expenditures and capital improvement expenditures, including construction and maintenance of intermodal transportation facilities.

2.4. The County of San Joaquin and the incorporated cities therein, by virtue of California Public Utilities Code section 99260.5, possess in common the authority to file with COG any claims for payment to a railroad corporation subject to the jurisdiction of the Public Utilities Commission, and recover operating losses

incurred in the transportation of persons within the County of San Joaquin and the incorporated cities therein and to or from the same.

2.5. The people residing within the incorporated and unincorporated areas of San Joaquin County have an interest in rail transportation within the County, to destinations outside the County, and to facilitate the movement of people through the County.

2.6. The continued growth and extensive development within the incorporated and unincorporated areas of San Joaquin County evidences a need to create an independent regional agency capable of dealing with rail transportation issues and problems.

2.7. In May of 1997 SJRRC together with ACCMA and VTA entered into the ACE JPA to initiate and operate ACE service providing commuter rail service and serving stations in San Joaquin, Alameda, and Santa Clara counties.

2.8. The parties to the ACE JPA have allowed the agreement to terminate.

2.9. After the ACE JPA terminated, SJRRC became the owner, operator, and policy making body for, among other things, the BAS.

2.10. SJRRC has entered into the CSA with ACCMA and VTA to provide the BAS to Alameda and Santa Clara Counties.



2.11. After the ACE JPA termination, SJRRC will continue to operate the BAS pursuant to the CSA.

3. ESTABLISHMENT OF THE SJRRC

3.1. Upon the effective date of April 19, 1995, the Parties hereto established SJRRC, as a public entity separate and distinct from its member entities, as the agent to exercise the common powers provided for in the April 19, 1995 Agreement and to administer or otherwise execute that Agreement. The Parties now continue SJRRC for the same purposes and functions to operate pursuant to this First Amended Agreement.

3.2. SJRRC, shall function as the regional representative for rail transportation for the purpose of acting upon any appropriate proposals which may be presented to it for consideration and for transmission of proposed recommendations to federal, state, regional, and local agencies.

4. SJRRC BOARD

4.1. SJRRC shall be governed by the SJRRC Board which shall be comprised of six Voting Commissioners, all of which shall be elected officials of a city council within San Joaquin County or a member of the Board of Supervisors. The six Regular Voting Commissioners may be augmented by Special Voting Commissioners from jurisdictions outside San Joaquin County for certain limited purposes as provided in Section 16 relating to Special Voting Commissioners.

4.2. Ex-Officio non-voting members may be appointed by the SJRRC Board.

4.3. Appointments of the Regular Voting Commissioners, shall be recommended by the Executive Committee of the COG Board and appointed by the COG Board, and shall serve at the discretion of the COG Board. After the adoption of this Amended Agreement, COG shall appoint one additional Regular Voting Member to the SJRRC Board, and thereafter, there shall be six Regular Voting Commissioners.

4.4. All Regular Voting Commissioners, shall reside within San Joaquin County and shall serve for a term of four (4) years. The initial Voting Commissioners established staggered terms. In the event a Regular Voting Commissioner shall cease to be an elected official as required by Section 4.1, his or her term on the SJRRC Board shall immediately terminate, and a new Regular Voting Commissioner shall be appointed in accordance with Section 4.3 for a full term of four (4) years.

4.5. A quorum for conducting all matters of business shall be three of the Regular Voting Commissioners. The affirmative vote of at least a majority of the Regular and Special Commissioners present and entitled to vote on the issue shall be required for the approval of any matter (unless a greater number is required by any resolution, ordinance or statute). In the event of a tie vote, the side on which the Chairperson or the acting Chairperson voted shall prevail. Special Voting Commissioners shall only participate and vote as expressly set forth in Section 16.

4.6. The SJRRC Board shall establish a time and place for regular SJRRC Board meetings. All meetings shall be conducted in accordance with the Ralph M. Brown Act, California Government Code, section 54950 et seq.

4.6.1. If the SJRRC Board will have on its agenda an item of concern in a County served by SJRRC other than San Joaquin the Executive Director and /or the chairperson may schedule a meeting away from the regular meeting place and in the affected County to consider that item provided that the agenda for the meeting complies with Section 54954 of the California Government Code.

4.6.2. At least once each year the SJRRC Board shall meet on board one of the trains operated by the SJRRC. Each Regular and Special Voting Commissioner shall purchase a round trip ticket even though return may be on a bus or by other means. Members of the public, including press representatives, who do not regularly ride on the train may obtain a pass to be on the train for the purpose of attending the meeting. The agenda for a meeting held on a train shall comply with Sub-Section 54954(a)(6) of the California Government Code.

4.7. The SJRRC Board may establish committees and sub-committees from time to time as needed.

4.8. The By-laws of SJRRC Board shall be those attached to this Agreement marked exhibit "A".

5. POWERS AND FUNCTIONS

5.1. SJRRC shall have the common power of the Parties hereto to plan, to establish, and to operate Passenger Rail Service within the County and to other counties, purchase rolling stock including cars and locomotives, acquire railroad sites and stations in conjunction with San Joaquin County or the city or cities benefited or affected thereby, operate rail stations, and to carry out all other activities necessary to provide passenger rail service for the benefit of the people of San Joaquin County, both in and out of the San Joaquin County boundaries. In the exercise of that power, the SJRRC is authorized in its own name to:

5.1.1. Employ an executive director as the chief administrative officer of SJRRC;

5.1.2. Employ employees and contract for professional services;

5.1.3. Make and enter into contracts;

5.1.4. Acquire, hold and convey real and personal property;

5.1.5. Incur debts, obligations and liabilities;

5.1.6. Accept contributions, grants or loans from any public or private agency or individual, or the United States, the State of California or any department, instrumentality, or agency thereof, for the purpose of financing its activities;

5.1.7. Invest money that is not needed for immediate necessities, as the SJRRC Board determines advisable, in the same manner and upon the same conditions as other local entities in accordance with section 53601 of the California Government Code;

5.1.8. Have appointed members and ex-officio members of the SJRRC Board serve without compensation from SJRRC, except that they may be reimbursed for all reasonable expenses and costs relating to attendance at SJRRC meetings or the conduct of other SJRRC business;

5.1.9. Do all other acts reasonable and necessary to fulfill its purpose;

5.1.10. Sue and be sued, in its own name only, but not in the name or stead of any Party; and

5.1.11. To exercise any and all other powers as may be provided for in California Government Code section 6547.

5.1.12. As provided for each of the Parties by California Public Utilities Code sections 99234.9 and 99400, to file claims with the regional transportation planning agency, the COG, for rail passenger service operation expenditures and capital improvement expenditures, including construction and maintenance of intermodal transportation facilities.

5.1.13. As provided for each of the Parties by California Public Utilities Code section 99260.5 to file with COG any claims for payment to

a railroad corporation subject to the jurisdiction of the Public Utilities Commission, and recover operating losses incurred in the transportation of persons within the County of San Joaquin and the incorporated cities therein and to or from the same.

5.2. The powers to be exercised by SJRRC are subject to such restrictions as are imposed upon the County in the exercise of similar powers. SJRRC shall be held strictly accountable for all the funds it received, holds or disposes.

6. EXECUTIVE DIRECTOR

The SJRRC Board may select an Executive Director. The Executive Director shall serve, at the pleasure of and upon the terms prescribed by the SJRRC Board, and his or her powers and duties shall include:

- 6.1. Serving as Secretary to the SJRRC Board;
- 6.2. Keeping accurate and sufficient records of all SJRRC proceedings;
- 6.3. Receiving and transmitting all SJRRC correspondence;
- 6.4. Maintaining files for all reports;
- 6.5. Directing and coordinating the work of SJRRC;
- 6.6. Preparing and administering the SJRRC annual budget and work program;
- 6.7. Maintaining a record of all financial transactions;

6.8. Making an annual report covering the business of SJRRC during the preceding year;

6.9. Transmitting to his or her successor all books and records of SJRRC in his or her possession;

6.10. Employing, supervising, and terminating employees subject to policies and procedures adopted by SJRRC; and

6.11. Other duties as are usually incidental to the office of Executive Director.

## 7. FINANCING

7.1. The fiscal year of SJRRC shall be July 1 through June 30.

7.2. Annually, SJRRC shall prepare a budget for the ensuing fiscal year to commence on July 1. When adopted by the SJRRC Board, the budget shall serve as the approved budget for the fiscal year in carrying out the tasks within the approved work program for the year. Any use of amendments of the budget shall be at the sole discretion of the SJRRC Board.

7.3. A Party in the exercise of the reasonable discretion of its governing body, may provide support for SJRRC, its staff, and its professional consultants, including the providing of quarters, janitorial services and maintenance, supplies, printing and duplication, postage, telephone and transportation services, and any

professional and technical assistance as may be necessary to enable SJRRC to perform its responsibilities. All assistance shall be provided on an at-cost basis.

7.4. SJRRC shall apply for available state federal, regional, and local support funds, and shall make new and additional applications from time to time as appropriate. If deemed necessary, the SJRRC Board may also establish and collect filing and processing fees in connection with matters to be considered by it.

## 8. TREASURER

8.1. The Treasurer of the County shall be the Treasurer of SJRRC.

8.2. The Treasurer shall:

8.2.1. Receive and receipt all money of SJRRC and place it in the treasury of the County to the credit of SJRRC.

8.2.2. Be responsible upon the Treasurer's official bond for the safekeeping and disbursement of all Commission money held by the Treasurer.

8.2.3. Pay any sums due from SJRRC, from SJRRC's funds held by the Treasurer or any portion thereof, upon warrants of the Auditor-Controller designated herein.



8.2.4. Verify and report in writing as soon as possible after the first day of July, October, January, and April of each year to SJRRC the amounts of monies the Treasurer holds for SJRRC, the amount of receipts since the Treasurer's last report, and any interest accrued to those funds.

8.2.5. SJRRC shall reimburse the County for the cost of services provided by the Treasurer to SJRRC upon an at-cost basis.

9. AUDITOR-CONTROLLER

9.1. The Auditor-Controller of the County shall be the Controller for SJRRC.

9.2. The Auditor-Controller shall draw warrants to pay demands against SJRRC when the demands have been approved by the SJRRC Board and/or the SJRRC Executive Director. The Controller shall be responsible, on his official bond, for approving disbursements of SJRRC money.

9.3. The Controller shall keep and maintain records and books of account on the basis of generally accepted accounting practices. The books of account shall include records of assets, liabilities, and contributions, if any, made by each Party to this Agreement.

9.4. The Controller shall make available all the financial records of SJRRC to a certified public accountant, contracted by SJRRC to make an annual audit of the accounts and records of SJRRC. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under section 26909

of the California Government Code and shall conform to generally accepted auditing standards.

9.5. SJRRC shall reimburse the County for the cost of services provided by the Controller to SJRRC upon an at-cost basis.

10. BOND REQUIREMENTS

The Executive Director and such other persons employed by SJRRC, as may be designated by the SJRRC Board, shall file with the SJRRC Board an official fidelity bond, in a penal sum determined by the SJRRC Board, as security for the safekeeping of any SJRRC property to which that employee is entrusted. However, if the Executive Director or other such persons designated are already bonded by another agency, no additional bonding shall be required by this section. Premiums for any bonds required under this section shall be paid by SJRRC.

11. PARTIES' LIABILITY

The debts, liabilities and obligations of SJRRC shall not be debts, liabilities or obligations of the Parties either singularly or collectively.

12. ASSIGNABILITY

By vote of a majority of the Regular Voting Members, all or any of the rights and property subject to this Agreement may be assigned to further the purpose of this Agreement. However, no right or property of SJRRC shall be assigned without

compliance with all conditions imposed by any state, federal or local entity from which SJRRC has received financial assistance.

13. WITHDRAWAL OF A PARTY

A Party to this Agreement may, at any time, withdraw from SJRRC, following 90 days' notice to SJRRC and its members, by resolution of intent to withdraw adopted by the governing board of the withdrawing Party. Unless the withdrawing Party and the SJRRC Board specifically and mutually agree to the contrary, a withdrawing Party shall have no right to, or interest in, any of the assets of SJRRC.

14. TERMINATION AND DISSOLUTION

14.1. This Agreement shall continue in force without specific term, except as otherwise provided herein.

14.2. If, at any time, the County of San Joaquin and the incorporated cities therein, which are members of SJRRC represent less than the County and a majority of the cities representing a majority of the population of the incorporated areas residing within the area of the County, based upon the latest California Department of Finance estimate of population, SJRRC shall be deemed disestablished and this Agreement shall cease to be operative except for the purpose of payment of any obligations theretofore incurred.

14.3. If this Agreement is terminated, all real and personal property owned by SJRRC shall be distributed to the federal, state or local funding agency or Party to

this Agreement that either supplied the property or whose funding provided for the acquisition of the property unless other distribution is provided by law. Should the origin of any real or personal property be undeterminable, that property shall be disbursed to the Parties to this Agreement in proportion to the population of each jurisdiction as delineated in the latest California Department of Finance estimate of population.

14.4. In the event of termination, if there are not sufficient unencumbered funds which are a part of the assets of SJRRC available to pay for the costs of dissolution, the costs of dissolution above available funds shall be borne by the Parties to this Agreement in proportion to the population of each jurisdiction as delineated in the latest California Department of Finance estimate of population.

14.5. This Agreement shall not terminate until all property has been distributed in accordance with this section.

14.6. Prior to final termination, the Board may elect to make an assignment pursuant to Section 13.

## 15. RETURN OF SURPLUS FUNDS

Upon termination of this Agreement, any surplus money on hand shall be returned to the federal, state or local agency or the Party to this Agreement that provided the funds. Should the origin of any funds be undeterminable, the funds shall be disbursed to the Parties to this Agreement in proportion to the population of each jurisdiction as

delineated in the latest California Department of Finance estimate of population.

16. SPECIAL VOTING COMMISSIONERS

16.1. The SJRRC Board may authorize Special Voting Commissioners provided that:

16.1.1. Special Voting Commissioners shall each be an elected officer of a public agency which by a Cooperative Service Agreement or other applicable contractual arrangement is participating in and is served by a rail service operated by SJRRC.

16.1.2. A Special Voting Commissioner shall only participate and vote if the public agency appointing the Special Voting Commissioner is current in all of its obligations to SJRRC under the Cooperative Service Agreement or other applicable contractual arrangement.

16.1.3. Special Voting Commissioners shall vote only on issues of direct concern to the rail service in which their respective public agency is directly involved.

16.1.4. Prior to the appointment of a Special Voting Commissioner by a public agency which does not currently appoint a Special Voting Commissioner, SJRRC and the public agency which will appoint the Special Voting Commissioner shall enter into a MOU as to the specific limited issues on which the Special Voting Commissioner from the

appointing public agency shall participate and have a vote. The MOU shall also set forth the number of Special Voting Commissioners the public agency may appoint and the terms under which the Special Voting Commissioners shall hold office.

16.1.5. In no event shall the SJRRC board act without a quorum of the Regular Voting Commissioners present.

16.1.6. In no event shall the number of Special Voting Commissioners entitled to vote on a specific agenda item be greater than the number of Regular Voting Commissioners entitled to vote on the agenda item.

16.2. For the convenience of the Special Commissioners each Agenda shall group together all items on which each Special Voting Commissioner may participate and vote and shall specify a time certain before which they will not be considered unless other business, has been completed and the appropriate Special Voting Commissioners are already present.

16.3. No public agency appointing Special Voting Commissioners, shall be deemed a Party to this Agreement in any way or have any rights under this JPA.

## 17. SUCCESSORS

This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the Parties.

18. RECORDS

The Treasurer and the Auditor-Controller shall have charge of, handle and have access to all accounts, funds and money of the SJRRC and all records of SJRRC relating thereto; and the Secretary shall have charge of, handle and have access to all other records of the SJRRC.

19. SEVERABILITY

Should any part, term, portion, or provision of this Agreement be finally decided to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the Parties intended to enter into in the first instance.

20. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed will be deemed to be an original and all of which, taken together, will be deemed to be one and the same instrument.

21. EFFECTIVE DATE OF AGREEMENT

This Agreement shall become effective when the County and a majority of the cities representing a majority of the population of the incorporated areas in the County, based

upon the latest population estimates of the California Department of Finance, sign this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers as of:



ATTEST: \_\_\_\_\_  
Clerk of the Board of Supervisors  
of the County of San Joaquin,  
State of California

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk of the City of Escalon  
California

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk of the City of Lathrop  
California

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

COUNTY OF SAN JOAQUIN, a  
political subdivision of  
the State of California

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman  
Board of Supervisors,  
"County"

CITY OF ESCALON, a  
municipal corporation of the State of

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor  
City of Escalon

CITY OF LATHROP, a  
municipal corporation of the State of

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor  
City of Lathrop

\*\*\* SIGNATURES CONTINUED ON NEXT PAGE \*\*\*

ATTEST: \_\_\_\_\_  
City Clerk of the City of Manteca  
California

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

CITY OF MANTECA, a  
municipal corporation of the State of

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor  
City of Manteca

ATTEST: \_\_\_\_\_  
City Clerk of the City of Lodi  
California

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

CITY OF LODI, a  
municipal corporation of the State of

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor  
City of Lodi

ATTEST: \_\_\_\_\_  
City Clerk of the City of Ripon  
California

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

CITY OF RIPON, a  
municipal corporation of the State of

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor  
City of Ripon

\*\*\* SIGNATURES CONTINUED ON NEXT PAGE \*\*\*

ATTEST: \_\_\_\_\_  
City Clerk of the City of Stockton  
California

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk of the City of Tracy  
California

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Assistant County Counsel

By: \_\_\_\_\_  
City Attorney for the  
City of Lathrop

By: \_\_\_\_\_  
City Attorney for the  
City of Manteca

By: \_\_\_\_\_  
City Attorney for the  
City of Stockton

CITY OF STOCKTON, a  
municipal corporation of the State of

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor  
City of Stockton

CITY OF TRACY, a  
municipal corporation of the State of

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor  
City of Tracy

By: \_\_\_\_\_  
City Attorney for the  
City of Escalon

By: \_\_\_\_\_  
City Attorney for the  
City of Lodi

By: \_\_\_\_\_  
City Attorney for the  
City of Ripon

By: \_\_\_\_\_  
City Attorney for the  
City of Tracy

RESOLUTION NO. 2003-148

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING AMENDMENTS TO THE SAN JOAQUIN  
REGIONAL RAIL COMMISSION JOINT POWERS  
AGREEMENT, AND FURTHER AUTHORIZING THE  
MAYOR TO EXECUTE THE AGREEMENT ON BEHALF  
OF THE CITY OF LODI

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby approves the amendments to the San Joaquin Regional Rail Commission Joint Powers Agreement, a copy of which is on file in the office of the City Clerk; and

BE IT FURTHER RESOLVED that the Mayor of the City of Lodi is hereby authorized and directed to execute the amendment to the agreement with the San Joaquin Regional Rail Commission.

Dated: August 20, 2003

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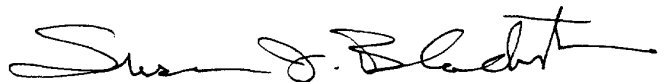
I hereby certify that Resolution No. 2003-148 was passed and adopted by the Lodi City Council in a regular meeting held August 20, 2003, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Howard, and Mayor Hitchcock

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Beckman and Land

ABSTAIN: COUNCIL MEMBERS – None



SUSAN J. BLACKSTON  
City Clerk

CITY COUNCIL

SUSAN HITCHCOCK, Mayor  
EMILY HOWARD  
Mayor Pro Tempore  
JOHN BECKMAN  
LARRY D. HANSEN  
KEITH LAND

CITY OF LODI  
PUBLIC WORKS DEPARTMENT

CITY HALL, 221 WEST PINE STREET  
P.O. BOX 3006  
LODI, CALIFORNIA 95241-1910  
(209) 333-6706  
FAX (209) 333-6710  
EMAIL [pwdept@lodi.gov](mailto:pwdept@lodi.gov)  
<http://www.lodi.gov>

H. DIXON FLYNN  
City Manager  
SUSAN J. BLACKSTON  
City Clerk  
RANDALL A. HAYS  
City Attorney  
RICHARD C. PRIMA, JR.  
Public Works Director

August 14, 2003

Stacey Mortensen, Executive Director  
San Joaquin Regional Rail Commission  
P.O. Box 31360  
Stockton, CA 95213

SUBJECT: Adopt Resolution Approving Amendments to San Joaquin Regional Rail  
Commission Joint Powers Agreement

Enclosed is a copy of background information on an item on the City Council agenda of Wednesday, August 20, 2003. The meeting will be held at 7 p.m. in the City Council Chamber, Carnegie Forum, 305 West Pine Street.

This item is on the consent calendar and is usually not discussed unless a Council Member requests discussion. The public is given an opportunity to address items on the consent calendar at the appropriate time.

If you wish to write to the City Council, please address your letter to City Council, City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the mail. Or, you may hand-deliver the letter to City Hall, 221 West Pine Street.

If you wish to address the Council at the Council Meeting, be sure to fill out a speaker's card (available at the Carnegie Forum immediately prior to the start of the meeting) and give it to the City Clerk. If you have any questions about communicating with the Council, please contact Susan Blackston, City Clerk, at (209) 333-6702.

If you have any questions about the item itself, please call me at (209) 333-6759.

*for:*   
Richard C. Prima, Jr.  
Public Works Director

RCP/pmf

Enclosure

cc: City Clerk